



SHARKi
QtCamera
CAM_API
cameleon HSDK
camelopard HSDK
velociraptor HSDK

Software & HSDK Terms of use
and Download instructions

Table of Contents

1. Introduction	3
2. License Agreement	4
3. Registration	11
4. Download Request for HSDK.....	13
5. Revision history.....	15

1. Introduction

Dear Customer,

We thank you for selecting our products and are pleased to count you amongst our very valued customers at *OPTOMOTIVE*.

We trust that the use of the *PC Software* will give you complete satisfaction. Please read carefully the **Download instructions**, which contain all the necessary information you need to download hardware and software development kit from our website.

Thank you for choosing *OPTOMOTIVE*!

2. License Agreement

CONTENT LICENSE AGREEMENT

This Agreement governs the terms by which members, customers, end users, distributors or resellers of OptoMotive products obtain the right to use products, documents, video, and other media content provided by OptoMotive through the web site located at www.optomotive.com. This License Agreement is in addition to the Online Terms of Use applicable to the OptoMotive website and to the Copyright Information that all persons providing content to or downloading content from the Site have previously entered into. In the event of any inconsistency between this Agreement, the Copyright Information and the Online Terms of Use, the terms of this Agreement shall govern.

Background of Agreement

(a) This is a fairly lengthy document, and it contains many important provisions that affect your rights and obligations. By purchasing any OptoMotive product or downloading any content from OptoMotive website, you signifying your acceptance and you accept this Agreement either for yourself or on behalf of your employer or the entity that is identified as the user account holder, and agree to be bound by its provisions. If you are accepting on behalf of your employer or the entity that is the user account holder, you represent and warrant that you have full legal authority to bind your employer or such other entity. If you do not have such authority or you do not accept or agree with these terms, do not accept the Agreement and do not download the Content.

(b) In this Agreement: (i) "you" or the "User" means you or, if you are accepting on behalf of your employer or user account entity, then "you" means that employer or entity and affiliates; (ii) "OptoMotive" or "we" means OptoMotive, mechatronics Ltd., operator of the Site; and (iii) "Content" means any photographic image, illustration, text, document, software, animation, Flash file, film or video footage, visual representation generated optically, electronically, digitally or by any other means or in any media or other material that you are downloading from the Site, together with any accompanying material.

EVERY COSTUMER who downloads any content from OptoMotive website or receive information by any other means, automatically accept and agrees with [Online Terms of Use](#), [Copyright Information](#) and [License Agreement](#) as stated here bellow.

By installation of the Software and/or HSDK package, you acknowledge that you have read and agree to the OptoMotive License Agreement.

LICENSE AGREEMENT

BY AND BETWEEN

OptoMotive, mehatronika d.o.o. (hereafter referred to as "LICENSOR" and/or "OptoMotive d.o.o. ") Located at V Murglah 229, SI-1000 Ljubljana, Slovenia

and

ANY PERSON OR LEGAL ENTITY WHO BUYS OR USES OPTOMOTIVE'S PRODUCTS (hereafter referred to as "LICENSEE")

(OPTOMOTIVE d.o.o. and LICENSEE, each a "Party", collectively the "Parties") enter into this License Agreement on Effective Date as stated below.

Effective Date: Date of Product or Software Purchase

WHEREAS

LICENSEE has requested OptoMotive d.o.o., and OptoMotive d.o.o. has agreed, to license to LICENSEE certain OptoMotive d.o.o. Technology (as defined below) on the following terms and conditions.

CAREFULLY READ THIS DESIGN LICENSE AGREEMENT ("AGREEMENT"). BY SIGNING THIS AGREEMENT, BY CLICKING THE "AGREE" BUTTON, OR OTHERWISE ACCESSING, DOWNLOADING, INSTALLING OR USING THE LICENSED MATERIALS (DEFINED BELOW), YOU AGREE TO BE BOUND BY THIS AGREEMENT. "LICENSOR" MEANS THE CORPORATION OPTOMOTIVE, MEHATRONIKA D.O.O., V MURGLAH 229, SI-1000 LJUBLJANA, SLOVENIA ("OPTOMOTIVE D.O.O."). LICENSOR HAS ISSUED THE LICENSE DESCRIBED HEREIN. UNLESS YOU AGREE TO BE BOUND BY THIS AGREEMENT, YOU ARE PROHIBITED TO ACCESS, DOWNLOAD, INSTALL OR USE THE LICENSED MATERIALS. "LICENSEE" IS THE ONE TO WHOM (PERSON) OR TO WHICH (CORPORATION) A LICENSE HAS BEEN GRANTED.

NOW, THEREFORE

In consideration of the premises contained herein, and of the obligations herein made and undertaken, the Parties hereto do hereby covenant and agree as follows:

1. Definitions:

"Licensed Materials" means, as applicable, all OptoMotive d.o.o. reference designs, application notes, documentation, hardware, software, design files, application program interfaces, and any related characterization, qualification or test data and information, that are provided by OptoMotive d.o.o. to Licensee pursuant to this Agreement. "OptoMotive d.o.o. Device" means an electronic device manufactured and marketed by or for OptoMotive d.o.o.

2. License Grants: Subject to the terms and conditions of this Agreement, OptoMotive d.o.o. hereby grants Licensee the following nonexclusive, non transferable licenses:

2.1. Use Rights: Licensee may internally reproduce and use the Licensed Materials for the sole purpose of creating designs that are programmed into an OptoMotive d.o.o. Device; and

2.2. Modification Rights: Subject to Section 4 (Ownership), Licensee may modify, change, improve and enhance any portion of the Licensed Materials that is provided by OptoMotive d.o.o. in source code form, but only for the sole purpose of creating designs that are programmed into an OptoMotive d.o.o. Device; and

2.3. Distribution Rights: Licensee may reproduce and distribute the Licensed Materials, solely in binary form for use to program an OptoMotive d.o.o. Device that operates in Licensee's system-level hardware products.

3. Restrictions:

3.1. Licensee shall not use the Licensed Materials for any purpose other than in compliance with Section 2.1 (Use Rights), or allow use by any person other than in compliance with Section 2.3 (Distribution Rights).

3.2. Licensee shall not reproduce the Licensed Materials other than to the extent necessary for its authorized use or distribution of the Licensed Materials (per Section 2 above), and for archival and back-up purposes, provided always that Licensee will at all times and in each instance, reproduce all copyright notices and proprietary legends on each copy in the same manner as such notices and legends appeared on the original.

3.3. Licensee shall not distribute or provide Licensed Materials to a third party, other than in compliance with Section 2.3 (Distribution Rights).

3.4. Licensee shall not publish or disclose the results of any benchmarking of the Licensed Materials, or use such results for its own competing development activities.

3.5. Licensee shall not decrypt, decompile, reverse-engineer, disassemble or otherwise reduce to a human-perceivable form, or modify or alter, any portion of the Licensed Materials that are provided by OptoMotive d.o.o. in object code, encrypted or other obfuscated form.

3.6. Licensee shall not hypothecate, rent, lease, loan, lend, time-share, sublicense or otherwise transfer the Licensed Materials.

4. Ownership:

Licensee acknowledges and agrees that all intellectual property and industrial rights in and to the Licensed Materials and all copies thereof are and will remain the sole property of OptoMotive d.o.o., or its licensors (if any). Nothing contained in this Agreement will be construed as conferring by implication, estoppels or otherwise upon Licensee any license or other right except the licenses and rights expressly granted to Licensee in Section 2 (License Grants). Licensee understands that portions of the Licensed Materials and related documentation may have been licensed to OptoMotive d.o.o. from third parties and that such third parties are intended third-party beneficiaries of the provisions of this Agreement. The Licensed Materials are protected by laws and international treaty provisions covering intellectual property and industrial rights. All modifications, changes, improvements and enhancements to the Licensed Materials (collectively "Modifications"), with the exception of the technology clearly independently developed by Licensee that is added to or incorporated in the Licensed Materials, shall be the sole property of OptoMotive d.o.o., and Licensee shall acquire no greater rights therein than specifically provided for in this Agreement. Licensee agrees that any Modifications are made solely at its own risk and that OptoMotive d.o.o. accepts no liability whatsoever for any such Modifications and Licensed Materials after implementation of Modification.

5. Confidentiality:

Except as otherwise expressly permitted in Section 2 (License Grants), Licensee shall (a) maintain the confidentiality of the Licensed Materials; and (b) not make the Licensed Materials available in any form to any person other than to its employees and contractors who have a genuine "need to know" on behalf of Licensee for purposes authorized by this Agreement, and who are bound by obligations of confidentiality no less protective of OptoMotive d.o.o. (and its licensors, if any) than those contained herein. Licensee represents to OptoMotive d.o.o. that it maintains a system of confidentiality consistent with commonly accepted practices in the semiconductor industry to protect its own confidential business information; including written agreements with employees and contractors, and that the Licensed Materials will be protected by such a system to the same extent, but in no event with less than reasonable care. Licensee shall be liable to OptoMotive d.o.o. for any failure of its contractors to comply with the terms and conditions of the Agreement as if such failure was a failure of the Licensee. Licensee agrees that a breach of this Agreement may result in irreparable and continuing damage to OptoMotive d.o.o. for which there may be no adequate remedy at law, and OptoMotive d.o.o. shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief (including monetary damages) as may be proper.

6. Disclaimers:

6.1. THE LICENSED MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. 1 YEAR LIMITED GUARANTEE SHALL APPLY FOR DEVICE FROM THE DATE OF DELIVERY OF DEVICE. OPTOMOTIVE D.O.O. DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NONINFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OPTOMOTIVE D.O.O. DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED MATERIALS WILL MEET LICENSEE'S REQUIREMENTS, THAT THE LICENSED MATERIALS WILL OPERATE PROPERLY, WHETHER ALONE OR IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS, OR THAT THE OPERATION OF THE LICENSED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS OR DEFECTS IN THE LICENSED MATERIALS ARE CAPABLE OF BEING CORRECTED. OPTOMOTIVE D.O.O. DOES NOT WARRANT THAT THE LICENSED MATERIALS ARE COMPLETED, TESTED, VERIFIED, OR WILL WORK ON THEIR OWN WITHOUT REVISIONS. LICENSEE IS SOLELY RESPONSIBLE FOR VERIFICATION OF ITS DESIGN. OPTOMOTIVE D.O.O. SPECIFICALLY DISCLAIMS ANY OBLIGATIONS FOR TECHNICAL SUPPORT AND BUG FIXES, AS WELL AS ANY LIABILITY ARISING FROM LICENSEE'S USE OF THE LICENSED MATERIALS. UPON REQUEST OF THE LICENSEE, LICENSOR AND LICENSEE MAY AGREE ON PROVISION OF SUCH TECHNICAL SUPPORT AND BUG FIXES SERVICES IN SPECIAL AGREEMENT IN WRITING.

6.2. LICENSEE ACKNOWLEDGES THAT USE OF THE LICENSED MATERIALS IN COMBINATION WITH OTHER FUNCTIONALITY, CORES, SOFTWARE OR PROTOCOLS MAY REQUIRE LICENSES FROM THIRD PARTIES AND LICENSEE ACCEPTS SOLE RESPONSIBILITY FOR OBTAINING SUCH LICENSES.

6.3. THE LICENSED MATERIALS ARE NOT DESIGNED OR INTENDED TO BE FAIL-SAFE, OR FOR USE IN ANY APPLICATION REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN LIFESUPPORT OR SAFETY DEVICES OR SYSTEMS, CLASS III MEDICAL DEVICES, NUCLEAR FACILITIES, APPLICATIONS RELATED TO THE DEPLOYMENT OF AIRBAGS, OR ANY OTHER APPLICATIONS THAT COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PROPERTY OR ENVIRONMENTAL DAMAGE (INDIVIDUALLY AND COLLECTIVELY, "CRITICAL APPLICATIONS"). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE ASSUMES THE SOLE RISK AND LIABILITY OF ANY USE OF THE LICENSED MATERIALS IN CRITICAL APPLICATIONS.

7. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

7.1. IN NO EVENT SHALL OPTOMOTIVE D.O.O. OR ITS LICENSORS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, GOODWILL, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION OF THE LICENSED MATERIALS, IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY;

7.2. IN NO EVENT SHALL THE ENTIRE LIABILITY OF OPTOMOTIVE D.O.O. OR ITS LICENSORS ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT, EXCEED THE AMOUNT OF LICENSE FEES RECEIVED BY OPTOMOTIVE D.O.O. FROM LICENSEE FOR THE LICENSED MATERIALS;

7.3. THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY EVEN IF SUCH LOSS WAS REASONABLY FORESEEABLE OR IF OPTOMOTIVE D.O.O. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

7.4. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.

8. Term and Termination:

8.1. **Term:** This Agreement will commence upon the date that Licensee clicks the "accept" or "agree" button or otherwise accesses, downloads, installs or uses the Licensed Materials, whichever occurs first, and will remain effective until terminated in accordance with this Section 8.

8.2. **Termination by Licensee:** Licensee may terminate this Agreement at any time for any or no reason by destroying the Licensed Materials and all copies and derivative works, and providing notice to OptoMotive d.o.o. of same.

8.3. **Termination by OptoMotive d.o.o.:** OptoMotive d.o.o. may terminate this Agreement for material breach by Licensee, provided that OptoMotive d.o.o. has given written notice to Licensee of such breach and Licensee fails to cure such breach within thirty (30) days thereof; provided, however, in the event of a breach of confidentiality under Section 5 whereby unauthorized disclosure and/or dissemination by electronic or other means is likely to cause undue harm to OptoMotive d.o.o., then OptoMotive d.o.o. may, at its discretion, immediately terminate this Agreement and seek other appropriate equitable and legal remedies as deemed necessary to protect its interests hereunder.

8.4. **Effects of Termination:** Upon termination of this Agreement the licenses and rights granted by OptoMotive d.o.o. hereunder will cease, and Licensee shall destroy the Licensed Materials, including all copies and derivative works, and all related documentation and certify such destruction in writing to OptoMotive d.o.o.. Each party's rights and obligations under the following provisions of this Agreement shall indefinitely survive the termination of this Agreement: Sections 4 (Ownership); 5 (Confidentiality); 6 (Disclaimers); 7 (Limitation of Liability), 8.4 (Effects of Termination); and 9 (General).

9. General:

9.2. **Export Compliance:** Licensee shall adhere to all applicable import and export laws and regulations of Licensee's country without limitation.

9.3. **Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the Republic of Slovenia, without reference to conflict of laws principles. The provisions of the UN Vienna Convention on International Sale of Goods (1980) shall not apply, where relevant. Any disputes arising out of this agreement, shall be exclusively resolved by the competent court in Ljubljana, Slovenia

9.4. Assignment: Licensee shall not assign this Agreement or transfer any of the rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of OptoMotive d.o.o.. Any merger, acquisition, reorganization, change of control, or the like, involving Licensee shall be deemed an assignment in violation of the foregoing. Subject to the foregoing, this Agreement will be for the benefit of OptoMotive d.o.o. and its successors and assigns, and will be binding on Licensee's permitted assignees.

9.5. Waiver; Amendment: No waiver, express or implied, by either party of any right or remedy for any breach by the other party of any provision of this Agreement will be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself or of any other breach or provision. No waiver of or modification or amendment to this Agreement will be effective unless reduced to writing and executed by authorized representatives of the parties.

9.6. Severability: If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid, illegal or unenforceable, then such provision shall be enforced to the maximum extent permissible to carry out the intent of the parties, otherwise stricken, and the remainder of this Agreement shall continue in full force and effect.

9.7. Notices: Any notices required or permitted by this Agreement shall be in writing and delivered to the address provided by each party to the other in connection with this Agreement, or to such other address as either party may specify in writing. Notices to OptoMotive d.o.o. shall be addressed to the attention of: OptoMotive, mehatronika d.o.o., V Murglah 229, SI-1000 Ljubljana, Slovenia.

9.8. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the Licensed Materials, and supersedes all prior or contemporaneous discussions, understandings or agreements, written or oral, regarding the subject matter hereof. No additional terms or modifications proposed by Licensee shall be binding on OptoMotive d.o.o. unless expressly agreed to in writing and signed by OptoMotive d.o.o.

3. Registration

To register your user account with the OptoMotive website, please follow the steps listed below. Should you have any problems with registration, send email to info@optomotive.si and include your name, user account name, and problem description.

Open a web browser and go to <http://www.optomotive.com/login>.



Figure 1: Location of the [Log in](#) link

This brings you to the Login page. Click on the [Create account](#) link as indicated in Figure 2.

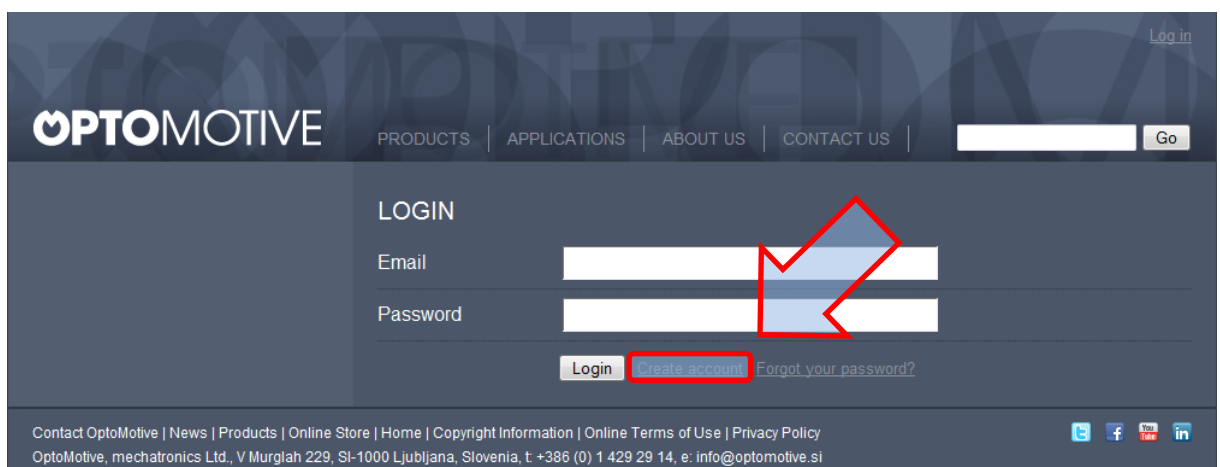


Figure 2: Location of the [Create account](#) link

Fill in the registration form and click the [Send](#) button.

Figure 3: Registration form

Please note, ALL requested fields marked with * MUST be filled out to ensure proper submission of this form.

You have now created the user account and can login with your email and password.

Figure 4: [Login page](#)

4. Download Request for Software

Go to our website <http://www.OptoMotive.com/>, open tabs in the following sequence:

[PRODUCTS](#) -> [SOFTWARE](#) -> [PC SOFTWARE](#)

and choose the PC Software you would like to download:

- [SHARKi application](#)
- [QtCamera application](#)
- [CAM_API](#)
- [Cameleon HSDK](#)
- [Camelopard HSDK](#)
- [Velociraptor HSDK](#)



Figure 5: Software tabs

After choosing a PC Software package, [Add to Cart](#) option appears under the tab Features. Set the quantity and click [Add to Cart button](#).

A Shopping cart opens on the left of the page, as illustrated in Figure 6. If the shopping cart contains selected software package(s) and the quantity is correct, click on the [Checkout](#) button.

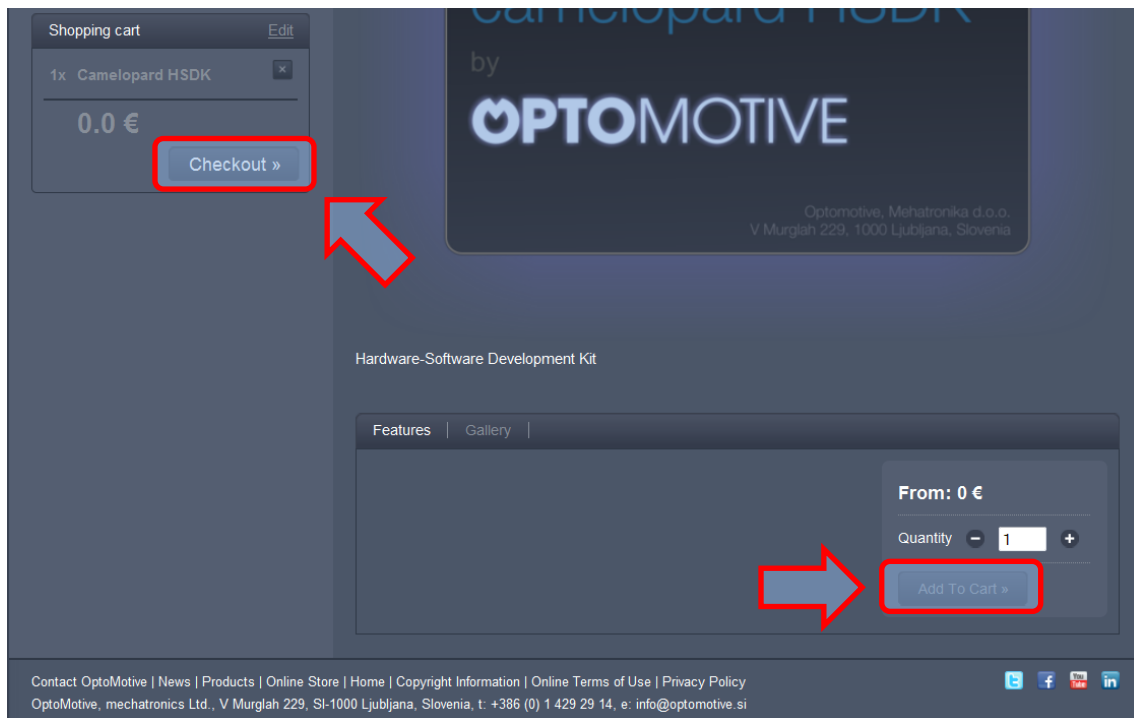


Figure 6: Shopping cart

By clicking the Checkout button, you are automatically transferred to a new page where a detailed description of your order is printed.

- Please check your contact details and the Order data.
- Please view and print a copy of your order form for your records.
- If the order form was filled correctly and you agree with all written, click the Place your order button.
- **After you have placed your order, you will receive an email confirmation with the download link and further instructions.**

OPTOMOTIVE PRODUCTS | APPLICATIONS | ABOUT US | CONTACT US | Go

PLACE YOUR ORDER

Order data: [Edit](#)

No. of items: 1
Total price: 0.0 €

Customer data: [Edit](#)

John Smith
Contact data: john.smith@optomotive.si, +386 12 119888
Address: V Murglah 229, 1000 Ljubljana, Slovenia

Message:

Additional instructions:

[Place your order →](#)

Contact OptoMotive | News | Products | Online Store | Home | Copyright Information | Online Terms of Use | Privacy Policy
OptoMotive, mechatronics Ltd., V Murglah 229, SI-1000 Ljubljana, Slovenia, t: +386 (0) 1 429 29 14, e: info@optomotive.si

Figure 7: Place your order

5. Revision history

Rev	Date	Author	Description
1.0	15.03.2012	JuS	Created

Table 1: Revision history